

MICHAEL J. HADDAD (SBN 189114)
JULIA SHERWIN (SBN 189268)
TERESA ALLEN (SBN 264865)
HADDAD & SHERWIN LLP
505 Seventeenth Street
Oakland, CA 94612
Telephone: (510) 452-5500
Facsimile: (510) 452-5510

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

THOMAS BARBOSA, DECEASED, by and
through his Co-Successors in Interest, LUPITA
BARBOSA, Individually, and as mother and Next
Friend for K.B. and T.B., minors; ANGELICA
MARTINEZ-VERA, individually; and KATHLEEN
HOOD, individually,

Plaintiffs,

vs.

SHASTA COUNTY, a public entity; SHASTA
COUNTY SHERIFF'S SERGEANT JOSE
GONZALEZ, in his individual capacity; SHASTA
COUNTY SHERIFF'S DEPUTY THOMAS
FLEMING, in his individual capacity; jointly and
severally,

Defendants.

Case No. 2:20-cv-02298-JAM-DMC

**ORDER GRANTING
PLAINTIFFS' MOTION TO
APPROVE MINORS'
COMPROMISE**

Hearing Date: March 26, 2024
Time: 1:00 p.m.
Courtroom: 6, 14th Floor
Hon. John A. Mendez

1 1. This matter having come before the Honorable John A. Mendez, and the Court having
2 considered the parties' submissions, Plaintiffs' Motion to Approve Minor's Compromise is hereby
3 GRANTED. The Court finds the settlement terms as set forth in the motion are in the best interest of the
4 minor Plaintiffs T.B. and K.B.

5 2. The Court approves the settlement of the claims of minors T.B., and K.B. in the present
6 value of \$2.6 million each, as follows:

7 • Attorneys' fees in the total amount of \$1,733,333.32 for the claims of minors T.B. and
8 K.B. (\$866,666.66 each) to Plaintiffs' counsel, Haddad & Sherwin LLP;

9 • Repayment to Plaintiffs' counsel of minors' share of costs advanced in the amount of
10 \$47,991.34 (\$23,995.67 each) from the remainder (further invoices for minors' share of any costs
11 advanced to date, including trust attorneys' fees to create the children's trusts, shall be reimbursed as they
12 occur);

13 • \$50,000.00 shall be paid in cash to be managed by a Trustee and shall be put into a Trust
14 for Plaintiff T.B., with a professional fiduciary jointly selected by Plaintiffs' counsel, Julia Sherwin, and
15 by Plaintiff T.B.'s mother, Lupita Barbosa. The funds in the Trust will be used for T.B.'s health and
16 education before age 18, and in his best interests as determined by the Trustee. Any of T.B.'s remaining
17 settlement funds after repayment of all attorneys' fees, case costs, and trust establishment fees and costs
18 shall also be put into this Trust.;

19 • A Trust shall be established for Plaintiff K.B., with a professional fiduciary jointly selected
20 by Plaintiffs' counsel, Julia Sherwin, and by Plaintiff T.B.'s mother, Lupita Barbosa. The funds in the
21 Trust will be used for K.B.'s health and education before age 18, and in her best interests as determined
22 by the Trustee. The structured settlement payments (outlined below) in the amount of \$1,077.42 per
23 month will be paid to the Trust, beginning June 1, 2024 and ending on August 1, 2033. Any of K.B.'s
24 remaining settlement funds after repayment of all attorneys' fees, case costs, and trust establishment fees
25 and costs shall also be put into this Trust;

26 • Structured Settlement Annuities for K.B. which together equal a total guaranteed payout of
27 \$4,649,098.15 (expected payout over her actuarial lifetime is \$8,617,038.04). The details of each annuity
28 are outlined below.

- 1) Shasta County will pay the sum of \$100,000.00 to MetLife Assignment Company, Inc. in order to fund the following Periodic Payments:

Payee: K.B. Trust

\$1,077.42 payable monthly, guaranteed for 9 years and 3 months, beginning on 06/01/2024, with the last guaranteed payment on 08/01/2033.

The obligation to make the periodic payments described above will be assigned by Shasta County to MetLife Assignment Company, Inc. and funded by an annuity contract issued by Metropolitan Tower Life Insurance Company rated A+ (Superior) by A.M. Best Company, AA- (Very Strong) by Standard and Poor's, AA- (Very Strong) by Fitch, and Aa3 (Good) by Moody's.

- 2) Shasta County will pay the sum of \$800,000.00 to Prudential Assigned Settlement Services Corporation in order to fund the following Periodic Payments:

Payee: K.B.

\$1,250.00 payable monthly, guaranteed for 4 years, beginning on 08/26/2033, with the last guaranteed payment on 07/26/2037.

\$15,000.00 paid as a lump sum on 08/26/2033 guaranteed.

\$8,750.00 paid as a lump sum on 08/26/2033 guaranteed.

\$8,750.00 payable semi-annually, guaranteed for 3 years and 6 months, beginning on 01/15/2034, with the last guaranteed payment on 01/15/2037.

\$15,000.00 paid as a lump sum on 08/26/2037 guaranteed.

\$10,000.00 for life, payable annually, guaranteed for 35 years, beginning on 08/26/2038, with the last guaranteed payment on 08/26/2072.

\$200,000.00 paid as a lump sum on 08/26/2045 guaranteed.

\$2,519.66 for life, payable monthly, guaranteed for 35 years, beginning on 08/26/2037, increasing at a rate of 2.00% compounded annually, with the last guaranteed payment on 07/26/2072.

The obligation to make the periodic payments described above will be assigned by Shasta County to Prudential Assigned Settlement Services Corporation and funded by an annuity contract issued by The Prudential Insurance Company of America, rated A+ (Superior) by A.M. Best Company, AA- (Very Strong) by Standard and Poor's, AA- (Very Strong) by Fitch, and Aa3 (High Quality) by Moody's.

- 3) Shasta County will pay the sum of \$800,000.00 to Mutual of Omaha Structured Settlement Company in order to fund the following Periodic Payments:

Payee: K.B.

1 \$1,250.00 payable monthly, guaranteed for 4 years, beginning on 08/26/2033, with the last
2 guaranteed payment on 07/26/2037.

3 \$15,000.00 paid as a lump sum on 08/26/2033 guaranteed.

4 \$8,750.00 paid as a lump sum on 08/26/2033 guaranteed.

5 \$8,750.00 payable semi-annually, guaranteed for 3 years and 6 months, beginning on
6 01/15/2034, with the last guaranteed payment on 01/15/2037.

7 \$15,000.00 paid as a lump sum on 08/26/2037 guaranteed.

8 \$10,000.00 for life, payable annually, guaranteed for 35 years, beginning on 08/26/2038, with
9 the last guaranteed payment on 08/26/2072.

10 \$200,000.00 paid as a lump sum on 08/26/2045 guaranteed.

11 \$2,663.42 for life, payable monthly, guaranteed for 35 years, beginning on 08/26/2037,
12 increasing at a rate of 2.00% compounded annually, with the last guaranteed payment on
13 07/26/2072.

14 The obligation to make the periodic payments described above will be assigned by Shasta County to Mutual
15 of Omaha Structured Settlement Company and funded by an annuity contract issued by United of Omaha
Life Insurance Company, rated A+ (Superior) by A.M. Best Company, A+ (Strong) by Standard and Poor's,
and A1 (Good) by Moody's.

16 • Structured Settlement Annuities for T.B. which together equal a total guaranteed payout of
17 \$3,372,933.91 (expected payout over his actuarial lifetime is \$5,677,897.66). The details of each annuity
18 are outlined below:

- 19 1) Shasta County will pay the sum of \$825,000.00 to Prudential Assigned Settlement Services
20 Corporation in order to fund the following Periodic Payments:

21 Payee: T.B.

22 \$1,000.00 payable monthly, guaranteed for 4 years, beginning on 06/02/2026, with the last
23 guaranteed payment on 05/02/2030.

24 \$6,250.00 payable semi-annually, guaranteed for 4 years, beginning on 07/15/2026, with the last
25 guaranteed payment on 01/15/2030.

26 \$10,000.00 paid as a lump sum on 06/02/2026 guaranteed.

27 \$12,500.00 paid as a lump sum on 06/02/2030 guaranteed.

1 \$3,000.00 for life, payable annually, guaranteed for 35 years, beginning on 06/02/2031, with the
2 last guaranteed payment on 06/02/2065.

3 \$175,000.00 paid as a lump sum on 06/02/2038 guaranteed.

4 \$2,135.54 for life, payable monthly, guaranteed for 35 years, beginning on 06/02/2030,
5 increasing at a rate of 2.00% compounded annually, with the last guaranteed payment on
6 05/02/2065.

7 The obligation to make the periodic payments described above will be assigned by Shasta County to
8 Prudential Assigned Settlement Services Corporation and funded by an annuity contract issued by The
9 Prudential Insurance Company of America, rated A+ (Superior) by A.M. Best Company, AA- (Very Strong)
10 by Standard and Poor's, AA- (Very Strong) by Fitch, and Aa3 (High Quality) by Moody's.

- 11 2) Shasta County will pay the sum of \$825,000.00 to Mutual of Omaha Structured Settlement
12 Company in order to fund the following Periodic Payments:

13 Payee: T.B.

14 \$1,000.00 payable monthly, guaranteed for 4 years, beginning on 06/02/2026, with the last
15 guaranteed payment on 05/02/2030.

16 \$6,250.00 payable semi-annually, guaranteed for 4 years, beginning on 07/15/2026, with the last
17 guaranteed payment on 01/15/2030.

18 \$10,000.00 paid as a lump sum on 06/02/2026 guaranteed.

19 \$12,500.00 paid as a lump sum on 06/02/2030 guaranteed.

20 \$3,000.00 for life, payable annually, guaranteed for 35 years, beginning on 06/02/2031, with the
21 last guaranteed payment on 06/02/2065.

22 \$175,000.00 paid as a lump sum on 06/02/2038 guaranteed.

23 \$2,151.49 for life, payable monthly, guaranteed for 35 years, beginning on 06/02/2030,
24 increasing at a rate of 2.00% compounded annually, with the last guaranteed payment on
25 05/02/2065.

26 The obligation to make the periodic payments described above will be assigned by Shasta County to Mutual
27 of Omaha Structured Settlement Company and funded by an annuity contract issued by United of Omaha
28 Life Insurance Company, rated A+ (Superior) by A.M. Best Company, A+ (Strong) by Standard and Poor's,
and A1 (Good) by Moody's.

- 29 3. The trustee will report and provide quarterly reports and annual accountings to the minor
30 Plaintiffs' Mother, Lupita Martinez Barbosa and the minor Plaintiffs' Aunt, Maria Perez. Plaintiffs or
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1 their mother may file a motion in any court of competent jurisdiction to replace the trustee, should the
2 trustee resign or otherwise need to be replaced.

3 4. Pursuant to agreement of the parties, all parties shall complete and execute all necessary
4 documents, including all releases and Qualified Assignment Agreements for Defendants to fund the
5 structured settlement annuities promptly and with the completion of funding no later than April 12, 2024.

6 5. Defendants shall fund the structured settlement annuities no later than April 12, 2024.

7 6. Defendants shall provide either a check or wire transfer for the \$6,750,000.00 settlement
8 proceeds that are not being structured by any minor or adult Plaintiffs, made payable to “Haddad &
9 Sherwin LLP Client Trust Account” for the benefit of Plaintiffs, with any check to arrive at the offices of
10 Haddad & Sherwin LLP, or any wire transfer to arrive in their Client Trust Account, no later than April
11 12, 2024.

12 Dated: March 14, 2024

/s/ John A. Mendez

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THE HONORABLE JOHN A. MENDEZ
14 SENIOR UNITED STATES DISTRICT JUDGE
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